

Wireline Ethernet Addendum

This Addendum sets forth the terms governing all Wireline Ethernet services provided pursuant to an awarded Statement of Work (SOW). The Contractor represents that the Services provided under such SOW shall be performed in a manner consistent with the following terms. This Addendum incorporates by reference the Master Service Agreement.

1. Definition of Terms

“Apparently Successful Vendor” (“ASV”) shall mean the Vendor/Contractor who best meets all of the requirements in the CTS Procurement Document and is selected to provide the Services.

“Copper shall mean an Ethernet handoff, via RJ-48 connector.

“Electrical shall mean an Ethernet handoff, via RJ-48 connector.

“Jitter” shall mean an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network.

“Latency” shall mean how much time it takes for a packet of data to get from one designated point to another.

“Maximum Transmission Unit” (MTU) shall mean the largest size packet or frame, specified in octets (eight-bit bytes), that can be sent in a packet- or frame-based network such as the Internet. The Internet's Transmission Control Protocol (TCP) uses the MTU to determine the maximum size of each packet in any transmission.

“MRC” shall mean Monthly Recurring Costs.

“Optical” shall mean Ethernet handoff, via single-mode or multi-mode connector.

“Packet Loss” shall mean when one or more packets of data traveling across a network fail to reach their destination.

“TLA Period” shall mean the period remaining in the Term for which CTS may be assessed a fee due to an early termination of an applicable Statement of Work not due to an allowable termination under the Master Services Agreement or applicable incorporated documents.

“Transition Credit” shall mean a one month credit for the contracted MRC of the Services during the time of the install or transition issued by the Contractor installing new Services.

“VLAN” shall mean Virtual Local Area Network.

2. Statement of Work (“SOW”)

2.1. All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SOW or other order document established between CTS and Contractor.

2.2. No work shall be performed by Contractor until:

- a) A SOW is executed by Contractor and CTS and
- b) the executed SOW is received by Contractor and
- c) CTS electronically sends a Tech Order to the Contractor

2.3. ASV will deliver all signed SOW documents electronically to CTS.

- 2.4. The ASV must sign and electronically return the SOW within seven (7) days of CTS sending the SOW. In the event the ASV fails to meet this deadline, Contractor will be ineligible to participate in any CTS procurements related to this Technical Addendum. The right to participate will not commence until 30 days after CTS receives the outstanding SOW. The resultant loss of status will be escalated to the CTS Chief Legal Services Officer, the Network Division Assistant Director, the Deputy Director and the supervisor's supervisor of the sales staff involved as stated in the Master Services Agreement.
- 2.5. If the ASV fails to sign and electronically return the SOW for more than fifteen (15) day(s) after the SOW is transmitted to the ASV Contractor will be ineligible to participate in any CTS procurements on this MSA. This right to participate will not commence until 60 days after CTS receives the outstanding SOW. Multiple failures to timely return a signed SOW may result in a material breach and termination of the Master Services Agreement, the Technical Addendum, or both in CTS' sole discretion.
- 2.6. If the ASV fails to sign and electronically return the SOW for more than thirty (30) days from CTS sending the SOW, the ASV will be cancelled and the Contractor will be ineligible to participate in future CTS procurements on this MSA for 90 days. Multiple failures to timely return a signed SOW may constitute a material breach and termination of the Master Services Agreement, the Technical Addendum, or both in CTS' sole discretion.
- 2.7. A SOW's initial Service Term shall be seventy two (72) months, commencing upon the Effective Date of the Service Acceptance unless otherwise set forth in the CTS Procurement Document.

3. Trunk Fees

Ethernet Products and Services shall not be eligible for assessment of any trunk or aggregation circuit fees to CTS to terminate Contractor circuits.

4. Supplemental Bandwidth

CTS may request potential upgrade options for service in addition to the initial request in the CTS Procurement Document. CTS Procurement Document responses shall include potential upgrade options listed as supplemental bandwidths.

5. Termination Liability Assessment ("TLA") and TLA Period

5.1. TLA Period

Termination Liability Assessment ("TLA") for Services will be 100% for months 1-12 and 30% for months 13-24. For all months beyond month 24, TLA will be 0% and service can be canceled without penalty unless a change or upgrade has caused the TLA Period to reset.

5.2. TLA Period Reset - New Pricing

The Contractor may offer new pricing to CTS at any time or when requested. If CTS accepts the offer, the TLA Period will reset at month one (1).

5.3. TLA Period Reset - Upgrades

In the event CTS chooses to upgrade service the TLA Period will be reset to month one (1). The new TLA will be calculated using the new pricing, but will not be in addition to any other TLA on the same circuit.

5.4. TLA Period

Regardless of whether a TLA Period reset occurred, TLA shall not extend beyond the timeframe specified in the SOW. For avoidance of doubt, regardless of whether a TLA Period Reset occurred, thereby causing the penalties for early termination to be applied as stated in Section 5.1, the TLA will not extend past the timeframe specified in the SOW and termination fees of 0% will apply after the SOW's termination, regardless of when in the TLA Period that date occurs.

6. Service Installation

6.1. *Guaranteed Install Interval*

The Guaranteed Install Interval shall commence when CTS electronically sends the Tech Order to the Contractor, a copy for Ethernet Services is set forth in Exhibit x. Tech Orders shall be provided to the Contractor within seven (7) days after receipt of the signed SOW.

6.2. *Remedies for Missed Guaranteed Install Interval*

- a) For every day past the Guaranteed Install Interval that the circuit is not delivered to CTS, Contractor will credit five percent (5%) of the total circuit MRC for that circuit for each day until the Service is delivered to CTS. Credits awarded under this section shall not exceed one month of the MRCs unless the install interval takes more than one month. The Parties acknowledge and agree that, because of the unique nature of the Services contemplated by this SOW, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by CTS or any CTS User as a result of a failure of Contractor to meet the Service Level Agreements.
- b) It is further understood and agreed by the Parties that CTS shall be damaged by such failure of Contractor to meet the Guaranteed Install Interval and that any remedies that become payable under this section are not penalties, are fair and reasonable under the circumstances, and that such payments represent a reasonable estimate of fair compensation.
- c) In the event the Contractor is awarded multiple sites in a Response and subsequent SOW and does not deliver the sites as required by the specific Guaranteed Install Interval for any of the sites, the Contractor will waive TLA on all the circuits within the CTS Procurement Document inclusive of those that were installed timely.
- d) In the event Contractor misses the Guaranteed Install Interval for one or multiple circuits on a SOW by more than fifteen (15) days, it will be ineligible to participate in future or in progress CTS Procurements until CTS receives Service at the site in question. The resultant loss of status will be escalated to the CTS Chief Legal Services Officer, the Network Services Division Assistant Director, and the supervisor's supervisor of the sales staff involved as stated in the Master Services Agreement.

6.3. *Service Installation Fees*

Except as may be otherwise agreed by the Parties in the applicable Statement of Work, Contractor shall not charge fees for any re-performance made necessary because of Contractor's error or breach of contract, or to remedy any non-conformity as may be designated by CTS.

Contractors are responsible for installation of service to the location specified in the CTS Procurement Document and all costs associated with said installation must be included in the Contractor's Response. Any additional costs not stated in its Response shall be borne by Contractor.

6.4. *Weekly Updates*

The Contractor will provide weekly updates detailing the progress made for service installation with estimated timeframes for major milestones. These updates will be delivered via email. In addition, the Contractor will participate in a recurring conference call with CTS.

6.5. *Contractor Demarcation Point*

If CTS requests an extended Contractor Demarcation Point – Contractor is responsible for installing, maintaining, and servicing of the extended d-mark including but not limited to cabling, telecommunications equipment, and any work done by a Subcontractor.

6.6. *Circuit Handoff*

- a) Unless otherwise stated in the CTS Procurement Document, all Ethernet tail circuits will be delivered as an Electrical/Copper connections.
- b) Unless otherwise stated in the CTS Procurement Document, all aggregation circuits will be delivered as Optical connections supporting Jumbo Frames.
- c) Contractor will provide two handoffs from Contractor equipment to CTS at both the SDC and QDC at no additional cost (for a total of four (4) handoffs).

6.7. *Quincy Data Center*

- a) The Contractor shall work with Sabey Data Centers directly, and shall be responsible for all associated third party costs incurred in order for the Quincy Data Center site to meet the need to house any on premise equipment in the provider space/meet meroom.
- b) Contractor must obtain permission from Sabey Data Centers for any construction related to the services being sought.
- c) Contractor must obtain and comply with policies of Sabey for Contractor access to the facility.
- d) All Services will be delivered into the provider space/meet me room.

6.8. *State Data Center*

- a) Contractor must sign CTS' State Data Center provider space agreement to utilize the provider space.
- b) All Services will be delivered into the provider space/meet me room.

7. Invoices

7.1. In addition to the requirements addressed in Section 10 of the MSA, Invoice and Payment, Contractor agrees to the following provisions related to invoices:

- a) Contractor shall itemize all charges, taxes, and fees per circuit. In the event of multiple sites, the Contractor must itemize fees per circuit. This information may be

itemized directly on the invoice or provided as supplemental documentation attached to the invoice as long as the requirements are met.

- b) All invoices must be delivered as an "E" bill using CSV format as specified by CTS as well as a standard paper(pdf) format
- c) All invoices must include all applicable taxes.
- d) The Transition Credit in Section 6 above shall be clearly stated as a separate line item and associated to the circuit to which it applies.
- e) Billing shall commence five (5) days after the circuit has been delivered to the location specified by CTS in the applicable SOW.

8. Contractor shall calculate applicable disconnect date and associated billing, Termination Liability and other allowable fees based on the date the disconnection is requested by CTS. Technical Requirements

Contractor shall provide the circuit or Services to meet the minimum, standards stated herein:

8.1. *Service Availability*

The service must perform and be available twenty-four (24) hours per day, three hundred sixty five (365) days per year.

8.2. *Packet Remarking*

- a) Contractor shall honor QOS markings and shall not re-mark CTS data, packets, or traffic. Contractor may not mark, alter or remark any traffic. All traffic leaving a CTS/ or Shared Use Constituents' site shall arrive after traversing the Contractor's network with the same markings it left with.

8.3. *MTU Size*

- a) Contractor shall provide Services with a minimum MTU size of 1546 at no additional cost.

8.4. *VLANS*

- a) Contractor shall provide and deliver up to five (5) VLANs for no additional costs.
- b) Contractor's Ethernet Services must provide support for virtual local area network (VLAN) via the IEEE 802.1Q standard.

8.5. *Link Aggregation*

- a) Contractor's Ethernet Services must provide support for link aggregation (LACP) via the IEEE 802.3ad standard. This service will be implemented any time a CTS User requires two or more circuits at a site.

8.6. *Equipment Space and Power*

- a) Contractor shall be responsible for the purchase, installation, configuration, and maintenance of all equipment required to provide Ethernet Services to CTS,
- b) Following receipt of a SOW, Contractor must disclose whether Contractor owned equipment requires more than one quarter rack space, 20 amperes power, or DC power. If so, Contractor must disclose the technical specifications of the type of equipment to be installed as part of the procurement response.

- c) Contractor must provide a UPS for its equipment that provides a minimum four (4) hours of run time at no additional cost to CTS.
- d) Contractor must utilize dual power feeds to all equipment supporting CTS User Services at the SDC and QDC locations.

8.7. *Ethernet Standards*

- a) Contractor's Ethernet Services shall be provided in compliance with the current version of the MEF standard within a CTS determined reasonable time, not less than 12 months, of new standards being released or a within a timeframe greater if authorized by CTS.

8.8. *Point to Point and Point to Multi- Point*

- a) Contractor shall support both:
 - 8.8.a.1. Point to multi point circuits, terminating at both the SDC and QDC-and-
 - 8.8.a.2. Point to point circuits that terminate at a CTS specified location(s).
- b) Unless otherwise stated in the CTS Procurement Document Contractor shall deliver all circuits as point to multi point circuits, terminating at both the SDC and QDC.

8.9. *IPv6 Requirements*

- a) Contractor must support IPv6 and IPv4 (Dual Stack) across the service.
- b) Contractor must be able to route IPv6 Provider Independent (PI) addresses equal to existing routing.
- c) Contractor must have the ability to provide IPv4 and IPv6 connectivity delivered to a site via a 802.1q tagged interface, with a separate VLAN for IPv4 and IPv6 communication.

8.10. *Service Interface to CTS's Equipment*

- a) Unless otherwise specified by CTS, the interfaces provided to CTS Users' locations must be administratively configured for use as a fixed full duplex 100 or 1000 Mbps interface per the resulting work order or site agreement.

8.11. *Service Capacities (Rate Limiting)*

- a) Contractor must be able to provide rate limiting/bandwidth metering at the CTS location.

8.12. *SNMP Access*

- a) Contractor agrees to provide for those portions of the Services which utilize routers, CTS with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic, if the contractor is transporting via layer 3.

9. **Maintenance**

Contractor shall perform maintenance consistent with the following:

- 9.1. Contractor shall conduct routine maintenance outside the hours of 6:00 a.m.to 10:00 p.m. Pacific Standard or Daylight Time.

- 9.2. Contractor must provide a minimum of seven (7) days notice to CTS prior to performing maintenance which will be service impacting. Notice must be provided to Support@WaTech.wa.gov and CTSDLNCCOperations@WaTech.wa.gov.
- 9.3. Contractor must provide three (3) days notice to CTS prior to performing maintenance which is not expected to be service impacting.
- 9.4. For purposes of this section, Service Impacting means the service is degraded and is not operating within the SLA Specifications.
- 9.5. Contractor must defer Service Impacting maintenance for up to forty eight (48) hours upon request from CTS. Requests must be made at a minimum of twenty four (24) hours before the maintenance is scheduled.
- 9.6. Contractor may undertake Emergency Maintenance during the defined maintenance window and will provide CTS User with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.
- 9.7. Notice shall include at a minimum: the CTS Circuit Design Record number; Site name; Site address (A-LOC and Z-LOC); and carrier circuit ID number.

10. Service Repair and Trouble Reporting

The following applies to the provisioning of Services to CTS and CTS Users provided under this Addendum:

- 10.1. *Records*
 - a) Contractor shall provide a detailed end to end network diagram for circuits, as requested by CTS using Adobe, Visio or other formats specified by CTS.
 - b) Contractor will supply all requested records of service within seven (7) days of CTS' request.
- 10.2. *Response to Trouble Reports*
 - a) Contractor must provide a toll-free trouble reporting number to CTS.
 - b) Contractor must provide support for the Services delivered including twenty four(24) hours a day, seven (7) days a week, three hundred sixty five (365) days per year call center, monitoring, fault detection, problem isolation, escalation, and restoration management of supported Services, networks, and equipment.
 - c) CTS shall receive its first response within thirty (30) minutes of placing a Trouble Ticket with the Contractor. For purposes of this section, Trouble Ticket shall mean the ticket notification system Contractor uses for CTS to report incidents and Outages. For purposes of this section, first response shall mean a phone call to CTS Network Operations staff or via email address: CTSDLNCCOperations@watech.wa.gov
 - d) Contractor shall provide periodic status report (type of problem, estimated time to repair, Contractor ticket number) to the CTS Network Operations Center for all Service problems and issues.
 - e) Contractor must maintain a repair log listing the date of the repair occurrence, problem found, action taken to resolve the problem, and the total out-of-service time for problems and issues impacting CTS.
- 10.3. *Reason for Outage*

CTS shall receive a Reason for Outage (“RFO”) as follows:

- a) A preliminary, non-official per incident Reason for Outage (RFO) must be provided by email or by verbal conversation to CTS’ Network Operations Center Technicians within two (2) hours of an incident being resolved.
- b) Major incidents that result in a breach of Service Level performance minimums, Contractor must provide an official RFO within seven (7) days, unless otherwise negotiated, after the incident causing the Outage is resolved.

10.4. *End-to-End Service Monitoring and Test Capability*

- a) Contractor must have the capability of monitoring the service end-to-end and shall perform remote site testing as necessary to troubleshoot Service problems and issues.

11. Service Level Remedies

In addition to the terms set forth in this Contract, Contractor shall use best efforts to perform the Services in accordance with the Service Level Agreements, as set forth in herein.

In the event of any failure by Contractor to perform the Services in accordance with the Service Level Agreement (“SLA”), the Contract, and this Technical addendum, CTS shall have a Service Availability Credit in the amount determined pursuant to the Contract, and this Technical addendum, including the percentages stated in the “Service Level Credits” section below which CTS may apply against payment of the fees and charges payable by the CTS to Contractor in a subsequent calendar month; provided that such credit shall not exceed the amount paid or payable by CTS to Contractor during the period or periods in which the Service Level Agreements were not met.

In the event that this Contract expires or terminates, Contractor shall pay an amount equal to any unused credits to CTS within thirty (30) days after such termination or expiration.

The Parties acknowledge and agree that, because of the unique nature of the Services contemplated by this Contract, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by CTS or any CTS User as a result of a failure of Contractor to meet the Service Level Agreements.

It is further understood and agreed by the Parties that CTS shall be damaged by such failure of Contractor to meet the Service Level Agreements, and that any credits that become payable in the nature of Service Credits are not penalties, are fair and reasonable under the circumstances, and that such payments represent a reasonable estimate of fair compensation.

Service Level Credits shall be applied to the account within two billing cycles from which the month that the Outage or excessive Schedule Maintenance event(s) occurred. Award of the credit in no way relieves the Contractor of responsibility to correct any Outage event condition(s) and does not constitute an exclusive remedy for such Outage condition(s).

Service Level Credits shall constitute the sole remedy for CTS with respect to Contractor’s failure to meet Performance Minimums so long as the Performance Minimums are not Chronic. If the Service falls below this expectation, then CTS may pursue any and all legal remedies.

CTS’ retains the right to terminate this Contract in accordance with its terms, whether pursuant to failure to perform in accordance with the Service Level Agreements or otherwise.

12. Service Level Breach Reporting

The Contractor represents it shall proactively report its own SLA breaches within two billing cycles from the event that invoked the SLA credit provisions herein. Such reports shall be

provided to the named CTS Contract Manager in this Technical Addendum and shall be provided in writing.

CTS will continue to monitor service levels independent of the Contractor's self reporting through monitoring the CTS or CTS Users' tickets opened with the Contractor. In the event CTS finds a breach that the Contractor did not report, the SLA credits shall be three (3) times the calculated and owed amount to cover the cost of auditing SLA's internally. The credits must appear on the CTS billing within two (2) billing cycles from the notification of the finding from CTS to the Contractor. CTS reserves the right to review up to the past twelve months of tickets for this section.

The Parties acknowledge and agree that, because of the unique nature of the Services contemplated by this SOW, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by CTS or any CTS User as a result of a failure of Contractor to meet the Service Level Agreements.

It is further understood and agreed by the Parties that CTS shall be damaged by such failure of Contractor to meet the Service Level and that any remedies that become payable under this section are not penalties, are fair and reasonable under the circumstances, and that such payments represent a reasonable estimate of fair compensation.

13. Service Level Performance Minimums

The Service shall be provisioned at the following Performance Minimum levels set forth below. The failure to meet Performance Minimums shall result in a five (5) percent Service Level Credit(s) for the affected Products and Services unless otherwise defined herein.

Performance Minimums are defined as:

- 13.1. The Service shall have a maximum Latency of fifteen (15) ms on a one minute average from egress port on a CTS User's devices to ingress port on the CTS User's device within specified circuit;
- 13.2. The Maximum Jitter for the Service shall be no more than five (5) ms from egress port on a CTS User's devices to ingress port on the CTS User's device within specified circuit;
- 13.3. The Maximum Packet Loss shall be < 0.1% of the total packet throughput on Service Path utilizing five (5) minute averages from egress port on a CTS User's devices to ingress port on the CTS User's device within specified circuit;
- 13.4. The Service shall have a Performance Minimum of 99.9% Availability excluding scheduled maintenance, per one (1) calendar month;
- 13.5. The Service shall have a Performance Minimum of 99% Availability inclusive of scheduled maintenance, per one (1) calendar month; and
- 13.6. The Service is required to provide a MTTR of four (4) hours or less, per one (1) calendar month.
- 13.7. The Service shall not have a single Outage that negatively impacts over thirty (30) CTS User sites for a period longer than fifteen (15) minutes.

14. Service Level Credits

- 14.1. Contractor's Service is designed to provide a Service Availability of at least 99.9%, excluding scheduled maintenance. If the Target Availability as defined in the applicable

chart below is not achieved in a calendar month, CTS shall be entitled to the Service Level Credits set forth herein. Service Level Availability is calculated on a calendar month, which will be pro-rated for the first calendar month of service.

Target Availability (Excluding Schedule Maintenance)	Actual Outage (Monthly)	Service Level Credit as % of MRC for the applicable Service
99.9% Availability	Less than 43 minutes	Target Met
	>43 minutes to 1 hour	5%
	>1 hour to 3 hours	10%
	>3 hours to 5 hours	15%
	>5 hours	An additional 5% for each additional hour of Outage

- 14.2. In the event of a single Outage that negatively impacts over thirty (30) CTS User sites for a period longer than fifteen (15) minutes Contractor shall grant CTS an additional Service Level Credit of five (5) percent against the MRC.
- 14.3. Contractor’s Service is designed to provide a Service Availability of at least 99%, including scheduled maintenance. If the Target Availability, including maintenance periods, as defined in the applicable chart below is not achieved in a calendar month, CTS shall be entitled to the Service Level Credits set forth herein. Service Level Availability is calculated on a calendar month, which will be pro-rated for the first calendar month of service.

Target Availability (Including Schedule Maintenance)	Actual Outage and Scheduled Maintenance (Monthly)	Service Level Credit as % of MRC for the applicable Service
99% Availability	Less than 7 hours 18 minutes	Target Met
	>7 hours 18 minutes to 9 hours	5%
	>9 hour to 12 hours	10%
	>12 hours to 15 hours	15%
	>15 hours	An additional 5% for each

		additional 3 hour of Outage due to scheduled Maintenance
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14.4. The following sections (a)- (e) are provided for illustration only:

- a) A Service has an Outage of one (1) hour. This results in a credit of 5% of the MRC for the applicable service.
- b) A Service has an Outage of one (1) hour and ten (10) hours of Actual Outage and Scheduled Maintenance. This results in a credit of 5% for the one (1) hour of Outages and an additional 10% credit for the ten (10) hours of Actual Outage and Scheduled Maintenance for a total of 15% of the MRC for the applicable service.
- c) A Service has a single Outage of five (5) hours. This results in a credit of 15% for the five (5) hours of Outage and an additional 5% credit for the five (5) hour MTTR for a total of 20% of the MRC for the applicable service.
- d) Thirty (30) sites/Services have an Outage of seventeen (17) minutes. This results in a credit of 5% of the MRC for the applicable services.
- e) Thirty (30) sites/Services have an Outage of two (2) hours. This results in a credit of 5% for the impact to over thirty (30) sites and 10% credit for the two (2) hours of Outage for a total of 15% of the MRC for the applicable services.

15. Proprietary or Confidential Information

Any information contained in the Contractor’s Response to a CTS Procurement Document that is proprietary or confidential must be clearly designated as such. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. CTS will not accept Responses in which pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, CTS shall maintain the confidentiality of the Contractor’s information marked confidential or proprietary. If a request is made to view Vendor’s proprietary information, CTS will notify the Contractor of the request and of the date that the records will be released to the requester unless the Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, CTS will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify the Contractor of any request(s) for disclosure for so long as CTS retains the Contractor’s information in CTS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the Contractor of any claim that such materials are exempt from disclosure.

The Effective Date of this Technical Addendum shall be the date of last signature below.

Approved

Approved

State of Washington
Consolidated Technology Services

Signature

Signature

Print or Type Name *Date*

Print or Type Name *Date*

Title

Title

Wireline Ethernet Addendum Statement of Work Template

This Statement of Work YY-YY (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “CTS”), and xxxxxxxx xxxxxxxx (“Contractor”), collectively referred to as “Parties” pursuant to Section xxxxxxx of that certain contract No. xxxxxxxxxxxx for Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract. The terms and conditions of the Master Services Agreement, and Ethernet Addendum are hereby restated and incorporated by reference in their entirety.

1. Term:

The Service Term shall be seventy two (72) months, commencing upon the date of the Service Acceptance. *(delete and replace with the shorter term if stated on the CTS Procurement Document document.)*

For any period shorter than twenty four (24) months, CTS will specify a superseding period in the CTS Procurement Document *(example is eighteen [18] months or twelve [12] months)*

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for the duration of the Service Term measured from the Service Acceptance for each site covered by this SOW.

2. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Exhibit 1 unless otherwise agreed upon by the Parties in an amendment to this SOW.

3. Special Terms:

- 3.1 (Special Instructions from the RFP, Special Handoff – if requested, background check if required, etc.)

4. Contractor’s Response.

- 4.1 A copy of **Xxxxx**’s response to the CTS’ Procurement resulting in this award is attached as Exhibit 2 as is incorporated by reference as if fully set forth herein.
- 4.2 In the event the Parties need to exercise any options available on the procurement but not accepted in this SOW, the Parties will execute an amendment reflecting the exercise of said options.
- 4.3 In the event of a conflict between the Response and this SOW, the SOW prevails.

In Witness Whereof, the Parties hereto, having read this Statement of Work to Contract Number ~~xxxxxxxxxxxxxx~~ in its entirety, do agree thereto in each and every particular.

Approved

Signature

Print or Type Name

Title *Date*

Exhibit 1

SOW Site Purchases

Current Example:

CTS User Site	Address	City	CTS Termination Site(s)	Mb	Guaranteed Install Interval	MRC	NRC
AgencyXXXX	1234 W 1 st Street	City Name	SDC and QDC	100	30 days	\$750.00	\$0

Exhibit 2

Contractor Response to CTS Procurement Number -----

**Attachment 1-
Ethernet Tech Order**